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Attorneys for Creditor
Schweitzer Engineering Laboratories, Inc.
and SEL Engineering Services, Inc.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

In re
PG&E CORPORATION,
Debtor-in-Possession.

Case No. 19-30088-DM
Chapter 11
Jointly Administered with
Case No. 19-30089

In re
PACIFIC GAS AND ELECTRIC
COMPANY,
Debtor-in-Possession.

**LIMITED OBJECTION TO CURE AMOUNTS IN CONNECTION WITH DEBTORS'
AND SHAREHOLDER PROPONENTS' JOINT CHAPTER 11 PLAN OF
REORGANIZATION DATED MARCH 16, 2020**

RELATED DOCKET NOS. 6320 & 7037

Creditors Schweitzer Engineering Laboratories, Inc. ("SEL") and SEL Engineering
Services, Inc. ("SEL ES," collectively "Schweitzer"),¹ for their *Limited Objection to Amounts
in Connection with Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization*

¹ While the contracts to be assumed identify the counter-party as Schweitzer Engineering Labs, Inc., the actual party is SEL Engineering Services, Inc.

1 Dated March 16, 2020 ("Limited Objection") to assumption and assignment and the cure
2 amount listed for Schweitzer by the debtors ("Debtors") in their *Notice of Filing of Plan*
3 *Supplement in Connection with Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of*
4 *Reorganization Dated March 16, 2020* [Docket No. 7037] ("Notice of Assumption"), state as
5 follows:
6

7 BACKGROUND

8 1. On March 16, 2020, the Plan Proponents filed the Debtors' and Shareholder
9 Proponents' Joint Chapter 11 Plan of Reorganization, Dated March 16, 2020 [Docket No.
10 6320] (together with all schedules and exhibits thereto, and as may be modified, amended,
11 or supplemented, the "Plan").
12

13 2. In accordance with the Plan, on May 1, 2020, the Plan Proponents filed the
14 Notice of Assumption [Docket. No. 7037]. The Notice of Assumption includes the
15 amounts the Debtors believe are necessary to cure defaults under the contracts to be
16 assumed (the "Cure Amounts").
17

18 3. Three (3) Schweitzer contracts are listed in the Notice of Assumption with
19 the following proposed Cure Amounts:
20

21 Non-Debtor Counterparty Name	Title of Agreement Effective	Date of Agreement	Cure Amount
22 Schweitzer Engineering Labs Inc ²	PR24891 SEL MOSS LANDING 74001960	9/28/2017	-
24 Schweitzer Engineering Labs Inc	CWA 9890 SEL ENG DESIGN METCALF M6DP	8/16/2018	-
25 Schweitzer Engineering Labs Inc	CWA SEL 9897 ENGINEERING SERVICES MOSS LOS BANOS M6DP	8/16/2018	-

27
28 ² Unlike the other contracts, Schweitzer Engineering Labs, Inc. may be the counterparty to it.
The invoices

4. As the descriptions of the listed contracts are not specific and the Contract ID numbers listed do not reflect contract numbers used by Schweitzer, it is unclear what contracts the Debtors have listed for assumption. Upon information and belief, the following amounts totaling \$175,302.74 for prepetition services remain due on the proposed contracts to be assumed (copies of the invoices are attached as Exhibit 1):

Invoice	Customer PO	Invoice Date	Days Past Due	AR Balance	Substation	Reference
27383	2700085205	12/13/2018	471	94,065.75	Moss Landing	74001960
27609	2700104643	12/17/2018	467	31,139.75	Moss Landing	74001960
27929	2700151349	1/16/2019	437	24,283.99	Metcalf	CWA9890
28498	2700151349	2/21/2019	401	13,831.50	Metcalf	CWA9890
27930	2700151346	1/16/2019	437	9,248.87	Los Banos	CWA9897
28499	2700151346	2/21/2019	401	2,732.88	Los Banos	CWA9897

5. Schweitzer has no objection to the assumption of the Schweitzer contracts provided the proper cure amounts are paid. Accordingly, Schweitzer files this Limited Objection to the proposed Cure Amounts set forth in the Notice of Assumption.

6. Pursuant to 11 U.S.C. § 365(b)(1)(A), the Debtors must cure any defaults under the Schweitzer contracts in connection with any proposed assumption, as well as provide adequate assurance of future performance. Schweitzer has not been able to

1 confirm that the Debtors' proposes to cure any existing defaults as is required under
2 Section 365 prior to assumption.

3
4 WHEREFORE, Schweitzer requests that the Debtors pay the amount necessary to
5 cure any existing defaults under the Schweitzer contracts, no less than \$175,302.74, and
6 that Schweitzer be awarded such other and further relief to which it may be justly
7 entitled at law or in equity.

8 Dated: January 30, 2019

FINESTONE HAYES LLP

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10 By: /s/ Stephen D. Finestone
11 Stephen D. Finestone
12 Attorneys for Creditors
13 Schweitzer Engineering Laboratories, Inc.
14 and SEL Engineering Services, Inc.
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